

BILL NO. S-77-06- 29

SPECIAL ORDINANCE NO. S- 126-77

AN ORDINANCE approving a contract with Lewis & Christen Office Supply Company for furnishings and their installation in the New Senior Citizen Center.

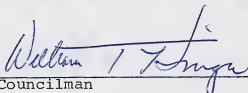
BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated June 15, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Lewis & Christen Office Supply Company, for:

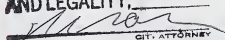
The Furnishing and Installation of the open furnishing lines, and exclusive furnishing lines (desks, credenzas, cabinets, etc.) for the New Senior Citizen Center, located at 300 block, West Main Street, Fort Wayne, Indiana,

for a total cost of \$39,089.15, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,

  
CITY ATTORNEY

Read the first time in full and on motion by Hunga, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 1977 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 6-28-77

Charles W. Westernman  
CITY CLERK

Read the third time in full and on motion by Hunga, seconded by Talarico, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
TOTAL VOTES	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
BURNS	<u>✓</u>	_____	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____	_____
HUNTER	_____	_____	_____	<u>✓</u>	_____
MOSES	<u>✓</u>	_____	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 7-12-77

Charles W. Westernman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-126-77 on the 12th day of July, 1977.  
ATTEST: (SEAL) Charles W. Westernman

Charles W. Westernman  
CITY CLERK

Charles W. Westernman  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of July, 1977, at the hour of 1:00 o'clock P. M., E.S.T.

Charles W. Westernman  
CITY CLERK

Approved and signed by me this 13th day of July, 1977, at the hour of 2:30 o'clock P. M., E.S.T.

Rabat Elumchong  
MAYOR

Bill No. S-77-06-29

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract with Lewis & Christen Office Supply Company for furnishings  
and their installation in the New Senior Citizen Center

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

WILLIAM T. HINGA - CHAIRMAN

JAMES S. STIER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

PAUL M. BURNS

FREDRICK HUNTER

*William T. Hinga*

*James S. Stier*

*Vivian G. Schmidt*

*Paul M. Burns*

*Fredrick Hunter*

DATE 7-12-77 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

64-214-9 5/11/77

FURNISHING BID TABULATION SHEET  
SENIOR CITIZENS CENTER

FURNISHINGS FIRM	BID PACKAGE IN ORDER	BID #1 OPEN FURNISHING LINES	BID #2 EXCLUSIVE FURNISHING LINES (Desks, etc)	BID #3 EXCLUSIVE FURNISHING LINES (Chairs)	BID #4 DIRECTORS' CHAIR	BID #5 MULTI-PURPOSE STACKING CHAIR	
ANDREW'S							
BUSINESS EQUIPMENT	✓	\$ 27,506.60	✓	✓	✓	\$ 11,216.70	
LEWIS & CHRISTIAN	✓	31,437. <sup>00</sup>	7,652.15	2,120. <sup>00</sup>	248. <sup>00</sup>	✓	
MILLER EQUIP. CO.							
OFFICE INTERIORS	✓	\$ 31,920.95	9,870.03	1,899. <sup>00</sup>	209.53	\$ 18,900. <sup>00</sup>	- 22 1/2 %
O'REILLY'S							
SHREX							

64-262-10 6/15/77

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

## Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

### STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

### AGREEMENT

made this 15th day of June in the year of Nineteen  
Hundred and seventy-seven.

**BETWEEN** the Owner:

City of Fort Wayne, Indiana, represented by the  
Fort Wayne Board of Public Works  
One Main Street  
Fort Wayne, Indiana

and the Contractor:

Lewis & Christen Office Supply Company  
500 West Main Street  
Fort Wayne, Indiana

the Project:

Furnishings and Their Installation in the New  
Senior Citizen Center, 300 block, West Main Street,  
Fort Wayne, Indiana

the Architect:

Grinsfelder-McArdle Associates, Inc.  
903 West Berry Street  
Fort Wayne, Indiana

The Owner and the Contractor agree as set forth below.

APPROVED AS TO FORM AND LEGALITY

*Thomas J. Brown*  
*Architect* FILE ATTORNEY

## ARTICLE 1

### THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

## ARTICLE 2

### THE WORK

The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

The Furnishing and Installation of the open furnishing lines, and exclusive furnishing lines (desks, credenzas, cabinets, etc.) for the New Senior Citizen Center, located at 300 block, West Main Street, Fort Wayne, Indiana

## ARTICLE 3

### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced as soon as contract receives prior approval or councilmanic approval and completed in approximately three months from that time.

*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

#### ARTICLE 4

##### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of Thirty-nine Thousand, Eighty-nine Dollars and fifteen/hundredths dollars

(State here the lump sum amount, unit prices, or both, as desired.)

Bid #1 - \$ 31,437.00

Bid #2 - 7,652.15

Total \$ 39,089.15 (Contract Price)

#### ARTICLE 5

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the last day of each month ninety (90%) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90%) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site ~~xxxxxxx - xxxxxxxxxx~~ up to last day of previous month days prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90%) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Applications for Payment shall be submitted on the last day of the month for work completed during that month. Payments are due and payable within approximately 30 days, but not later than 60 days.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

## ARTICLE 6

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor Thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works, and recommendation of the Architect before final payment is made

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

1. Drawings Titled "Interior Furnishings for the New Senior Citizen Center for the City of Fort Wayne, Indiana" dated April 8, 1977, Sheets numbered:
  - F-1 - First Floor Furnishings Plan
    - Furniture Schedule
    - Wallcovering Schedule
  - F-2 - Second Floor Furnishings Plan
    - Drapery and Blinds Schedule
2. Specifications titled "Specifications for the Furnishings in the New Senior Citizen Center" dated April 8, 1977, shall include Title Sheet, Index, General Conditions of the Construction Contract, Supplementary General Conditions of the Construction Contract, and Technical Specifications, Division 1 and 2
3. Addendum #1
4. Notice to Bidders - pages 1 and 2
5. Instructions to Bidders - pages 1 and 2
6. Architect's Bid Form - page 1 and 2
7. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 2
8. Federal Affirmative Action Bid Conditions, pages 1 through 11
9. Housing and Urban Development Documents - HUD 3200 "Federal Labor Standards Provisions" pages 1 through 10
10. Non-Collusion Affidavit DP 8 Page 1
11. Standard Questionnaire and Financial Statement for Bidders - Form 96a, Pages 1 through 15 (See Attachment)

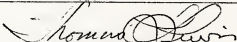
This Agreement executed the day and year first written above.

City of Fort Wayne, Indiana

Represented by

OWNER The Board of Public Works

CONTRACTOR Lewis & Christen Office Supply Co.

 VP 5/23/77



12. Equal Employment Opportunity, Affirmative Action Program, Pages 1-6
13. Bid Bond
14. Performance Bond
15. Insurance Vouchers
16. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any assignee or the Contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of underpayment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

17. ARTICLE V, EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the

Secretary of Labor.

- e) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g) The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

18. Builder's Waiver of Right to Mechanic's Liens. The Builder for themselves and for all other persons or corporations who may perform labor or furnish materials, supplies, tools or equipment for the construction of the improvements described herein, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of a mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. The Builder, for himself, and for all sub-contractors, journeymen, material-men, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing materials or machinery for the construction of said building and appurtenances, does hereby agree that no lien or notice of lien shall in any event or circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Builder shall fail to obtain the release of any liens files, Builder shall indemnify, save and hold harmless Owners from any expenses incurred in obtaining the release of any such lien, including attorney fees.



# Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.  
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

INSURANCE & RISK MANAGEMENT  
P. O. Box 1705  
Fort Wayne, Indiana 46801

## COMPANIES AFFORDING COVERAGES

COMPANY LETTER <b>A</b>	WESTFIELD INSURANCE COMPANY
COMPANY LETTER <b>B</b>	OHIO FARMERS INSURANCE COMPANY
COMPANY LETTER <b>C</b>	ST. PAUL FIRE & MARINE INS. CO.
COMPANY LETTER <b>D</b>	
COMPANY LETTER <b>E</b>	

NAME AND ADDRESS OF INSURED

LEWIS & CHRISTEN OFFICE SUPPLY CO., INC.  
1627 South Calhoun Street  
Fort Wayne, Indiana 46804

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	<b>GENERAL LIABILITY</b>	CCP 123680	9/1/77	BODILY INJURY	\$ 300,	\$ *
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ 300,	\$ 300,
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input type="checkbox"/> UNDERGROUND HAZARD					
A	<b>AUTOMOBILE LIABILITY</b>	CCP 123680	9/1/77	<b>Storekeepers</b>		
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 300,	\$
	<input checked="" type="checkbox"/> OWNED					
	<input checked="" type="checkbox"/> HIRED					
	<input checked="" type="checkbox"/> NON-OWNED					
C	<b>EXCESS LIABILITY</b>	513 X A9149	9/1/77	*Applies to Products/Completed Operations Hazard.		\$ (PERSONAL INJURY)
	<input checked="" type="checkbox"/> UMBRELLA FORM			BODILY INJURY (EACH PERSON)	\$ 100,	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY (EACH OCCURRENCE)	\$ 300,	
				PROPERTY DAMAGE	\$ 50,	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
B	<b>WORKERS' COMPENSATION and EMPLOYERS' LIABILITY</b>	WC8 61 63	9/1/77	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
				STATUTORY		
					\$ 100,	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Re: Senior Citizens Center

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail ten days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

CITY OF FORT WAYNE  
Fort Wayne Board of Public Works  
Number 1 Main St., Room 920  
City-County Building  
Fort Wayne, Indiana 46802

DATE ISSUED: May 20, 1977

*Ronald J. Harruff*  
AUTHORIZED REPRESENTATIVE

Performance  
Bond

# Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251

AIA DOCUMENT A311 • PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND • AIA ©  
FEBRUARY 1970 ED. • THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D. C. 20006

KNOW ALL MEN BY THESE PRESENTS: that LEWIS & CHRISTEN OFFICE SUPPLY CO., INC.,  
1627 South Calhoun Street, Fort Wayne, Indiana (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, OHIO FARMERS INSURANCE COMPANY,  
Westfield Center, Ohio 44251

as Surety, hereinafter called Surety, are held and firmly bound unto Fort Wayne Board of Public Works,  
Number One Main Street, Room 920, City-County Building, Fort Wayne, Indiana (Here insert full name and address or legal title of Owner)

Re: Senior Citizens Center  
as Oblige, hereinafter called Owner, in the

amount of Thirty-nine thousand eighty-nine dollars and fifteen cents, Dollars (\$ 39,089.15 ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

## WHEREAS,

Contractor has by written agreement dated May 23, 1977, entered into a contract with Owner for  
Open furnishing lines \$31,437.00

Exclusive furnishing lines,  
Desks, Credenzas, Cabinets, etc \$ 7,652.15  
in accordance with Drawings and Specifications prepared by Grinsfelder-McArdle Associates,  
Incorporated, 903 West Berry Street, Fort Wayne, Indiana (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform  
said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or  
extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner  
to be in default under the Contract, the Owner having  
performed Owner's obligations thereunder, the Surety  
may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms  
and conditions, or
- 2) Obtain a bid or bids for completing the Contract in  
accordance with its terms and conditions, and upon de-  
termination by Surety of the lowest responsible bidder,  
or, if the Owner elects, upon determination by the  
Owner and the Surety jointly of the lowest responsible  
bidder, arrange for a contract between such bidder and  
Owner, and make available as Work progresses (even  
though there should be a default or a succession of

defaults under the contract or contracts of completion  
arranged under this paragraph) sufficient funds to pay the  
cost of completion less the balance of the contract price;  
but not exceeding, including other costs and damages  
for which the Surety may be liable hereunder, the amount  
set forth in the first paragraph hereof. The term "balance  
of the contract price," as used in this paragraph, shall  
mean the total amount payable by Owner to Contractor  
under the Contract and any amendments thereto, less  
the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before  
the expiration of two (2) years from the date on which  
final payment under the Contract falls due.

No right of action shall accrue on this bond to or for  
the use of any person or corporation other than the  
Owner named herein or the heirs, executors, adminis-  
trators or successors of the Owner.

Signed and sealed this 23rd day of May 1977

*Ronald J. Harriott*  
(Witness)

LEWIS & CHRISTEN OFFICE SUPPLY CO., INC.  
(Principal) (Seal)  
BY: *Thomas Lewis* V.P.  
(Title)

*G. A. Harriott*  
(Witness)

Ohio Farmers Insurance Company  
(Surety)  
BY: *Ronald J. Harriott*  
(Title)

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Know All Men by These Presents, That OHIO FARMERS INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, does by these presents make, constitute and appoint Julian M. Bowers, Harry A. Crawford, G. Parker Gee, James O. Gilbert, Ronald J. Harruff, Leonard B. Koeller, Thomas G. McRae, Louis A. Meneilly, Max E. Orwin, William L. Russell, James E. Van Dyck, and Roland E. Weber, jointly or severally of Fort Wayne and State of Indiana its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE HUNDRED THOUSAND (\$500,000) DOLLARS

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions adopted by the Board of Directors of the Ohio Farmers Insurance Company:

"Be It Resolved, that the President, any Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

"Section 1. Attorney-in-Fact. Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary." (Adopted at a meeting held on the 3rd day of July, 1957).

"Be It Resolved, that the power and authority to appoint Attorney(s)-in-Fact granted to certain officers by a resolution of this Board on the 3rd day of July, 1957, is hereby also granted to any Assistant Vice-President." (Adopted at a meeting held on the 13th day of July, 1976.)

This power of attorney and certificate is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Ohio Farmers Insurance Company at a meeting duly called and held on the 9th day of June, 1976:

BE IT RESOLVED, that the signature of any authorized officer and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

In Witness Whereof, OHIO FARMERS INSURANCE COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed this 6th day of December A.D., 19 76

{ Corporate Seal Affixed }



OHIO FARMERS INSURANCE COMPANY

By

R. M. McGhee

Vice President

State of Ohio }  
County of Medina } ss.:

On this 6th day of December A.D., 19 76, before me personally came R. M. McGhee

to me known, who, being by me duly sworn, did depose and say, that he resides in Westfield Center; that he is Vice President of OHIO FARMERS INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

{ Notarial Seal Affixed }



Robert Wavrek

Notary Public

## CERTIFICATE

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

State of Ohio }  
County of Medina } ss.:

David S. Smith, Jr.

Assistant Secretary of the OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Westfield Center, Ohio, this 23rd day of May A.D., 19 77

BD 5410 B



David S. Smith, Jr.  
David S. Smith, Jr., Assistant Secretary



RMW

SPECIAL ORDINANCE - AGREEMENT WITH LEWIS & CHRISTEN OFFICE SUPPLY  
COMPANY FOR FURNISHINGS IN NEW SENIOR CITIZEN CENTER - \$39,089.15

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S. 77-06-29.

SYNOPSIS OF ORDINANCE AGREEMENT WITH LEWIS & CHRISTEN OFFICE SUPPLY COMPANY FOR

FURNISHING AND INSTALLATION OF THE OPEN FURNISHING LINES, AND EXCLUSIVE FURNISHING

LINE (DESKS, CREDENZAS, CABINETS, ETC.) FOR THE NEW SENIOR CITIZEN CENTER IN THE

AMOUNT OF \$39,089.15

(AGREEMENT ATTACHED)

EFFECT OF PASSAGE FURNISHING AND INSTALLATION OF FURNISHINGS, DESKS, ETC.

EFFECT OF NON-PASSAGE INABILITY TO FURNISH NEW SENIOR CITIZEN CENTER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$39,089.15 FROM 1976 REVENUE  
SHARING ENCUMBERED

ASSIGNED TO COMMITTEE

EP

Y. J. J. J.